

IN THE PUBLIC PROCUREMENT APPEALS AUTHORITY

APPEAL CASE NO. 05 OF 2024-2025

BETWEEN

M/S LCH BUILDERS COMPANY LIMITED.....APPELLANT

AND

PUBLIC SERVICE SOCIAL SECURITY FUND.....RESPONDENT

DECISION

CORAM

- | | |
|-------------------------------------|---------------|
| 1. Hon. Justice (rtd) Sauda Mjasiri | - Chairperson |
| 2. Mr. Rhoben Nkori | - Member |
| 3. Dr. William Kazungu | - Member |
| 4. Mr. James Sando | - Secretary |

SECRETARIAT

- | | |
|-------------------------|------------------------------|
| 1. Ms. Florida Mapunda | - Deputy Executive Secretary |
| 2. Ms. Agnes Sayi | - Senior Legal Officer |
| 3. Ms. Violet Limilabo | - Senior Legal Officer |
| 4. Mr. Venance Mkonongo | - Legal Officer |

FOR THE APPELLANT

- | | |
|-------------------------|-------------------------------|
| 1. Mr. Benson Mzinga | - Director of Operations |
| 2. Mr. Modestus Lukonge | - Claims and Contract Advisor |



FOR THE RESPONDENT

- | | |
|-----------------------------|---|
| 1. Ms. Kabula Malima | - Principal State Attorney |
| 2. Mr. Daniel Dugilo | - Principal Procurement Officer |
| 3. Mr. Nyabuyenze Kirondera | - Director of Procurement
Management Unit (DPMU) |

M/S LCH Builders Company Limited (hereinafter referred to as "**the Appellant**") lodged this Appeal against the **Public Service Social Security Fund** commonly known by its acronym as "**PSSSF**" (hereinafter referred to as "**the Respondent**"). The Appeal is in respect of Tender No. TR196/2023/2024/W/12 for Construction of PSSSF Simiyu Regional Office (hereinafter referred to as "**the Tender**").

The background of this Appeal may be summarized from the documents submitted to the Public Procurement Appeals Authority (hereinafter referred to as "**the Appeals Authority**") as follows: -

The Tender was conducted through National Competitive Tendering Method as specified in the Public Procurement Act, No. 7 of 2011 as amended (hereinafter referred to as "**the Act**") and the Public Procurement Regulations, GN. No. 446 of 2013 as amended (hereinafter referred to as "**the Regulations**").

On 25th April 2024, the Respondent through National e-Procurement System of Tanzania (NeST) invited tenderers to participate in the Tender. The deadline for submission of tenders was set on 9th May 2024. On the deadline, the Respondent received four tenders including that of the Appellant.



The received tenders were subjected to evaluation which was conducted into three stages, namely, preliminary, technical and financial evaluation. During evaluation all tenders were found to be substantially responsive in the preliminary and technical evaluation stages. Thus, they were subjected to financial comparison and ranking. The Appellant's tender was ranked the first followed by M/S Masufin's General Company Ltd. The information available in NeST indicates that the Evaluation Committee observed that M/S Masufin's General Company Ltd offered a discount of 8%. Therefore, they advised that the same should be considered before signing of the contract.

The record of Appeal indicates that the evaluation report was submitted to the Procurement Management Unit (PMU) for review. After reviewing the PMU observed that there was 8% discount offered by M/S Masufin's General Company Ltd that was not considered during evaluation. In view of this observation, on 30th May 2024, the Respondent sought guidance from the Public Procurement Regulatory Authority (PPRA) on the treatment of 8% discount offered by M/S Masufin's General Company Ltd. In response thereof, PPRA through a letter dated 13th June 2024 directed the Respondent to consider the offered 8% discount and re-rank the tenderers according to their quoted prices.

The record of Appeal indicates that the offered discount of 8% was considered and tenderers were re-ranked whereby M/S Masufin's General Company Ltd became the first ranked tenderer with a quoted price of TZS 770,414,703.53 VAT exclusive. The Appellant was the second ranked tenderer with a quoted price of TZS 801,729,810.00 VAT exclusive. The



Tender Board approved award of the Tender to M/S Masufin's General Company Ltd through Circular Resolution No. 142/2023/24 dated 28th June 2024. The approved contract price was TZS 909,089,350.17 VAT inclusive. On 12th July 2024, the Respondent issued the Notice of Intention to award the Tender. The Notice stated that the Respondent intends to award the Tender to the Appellant. The approved contract price was Tanzania Shillings Eight Hundred and One Million Seven Hundred Twenty Nine Thousand Eight Hundred and Ten (TZS 801,729,810.00) VAT exclusive for a completion period of 270 days.

On 18th July 2024, the Respondent revoked the Notice of Intention to award the Tender to the Appellant for the reason that, the initial Notice did not consider 8% discount offered by M/S Masufin's General Company Ltd. Dissatisfied with the revocation of the Notice of Intention to award, on 19th July 2024, the Appellant applied for administrative review to the Respondent.

On 22nd July 2024, the Respondent issued another Notice of Intention to award. The Notice informed the Appellant that the Respondent intended to award the Tender to M/S Masufin's General Company Ltd. The recommended contract price was Tanzania Shillings Seven Hundred Seventy Million Four Hundred Fourteen Thousand Seven Hundred Three and Fifty Three cents only (TZS 770,414,703.53) VAT exclusive. In addition, the Notice informed the Appellant that its tender was not considered for award for the reason that the proposed successful tenderer had offered 8% discount. Aggrieved further, on 23rd July 2024, the Appellant submitted the second application for administrative review to the



Respondent. On 25th July 2024, the Respondent issued its decision which dismissed the Appellant's application for administrative review. Dissatisfied with the Respondent's decision, on 1st August 2024, the Appellant filed this Appeal to the Appeals Authority.

When the matter was called on for hearing, the following issues were framed, namely: -

1.0 Whether the disqualification of the Appellant's tender was justified; and

2.0 What reliefs, if any, are the parties entitled to?

SUBMISSIONS BY THE APPELLANT

The Appellant's submissions were made by Mr. Modestus Lukonge, Claims and Contract Advisor. He commenced on the first issue by stating that on 12th July 2024, it received the Notice of Intention to award which stated that the Respondent intended to award the Tender to the Appellant at the contract price of TZS 801,729,810.00 VAT exclusive. The Notice was digitally signed by the Respondent's Accounting Officer and was issued through NeST. Mr. Lukonge submitted that the Respondent's act of issuing the Notice of Intention to award the Tender to the Appellant proved that the Appellant's tender was successful.

Mr. Lukonge submitted that to the Appellant's surprise on 18th July 2024, it received a notice which revoked the initial Notice of Intention to award dated 12th July 2024. The reason for revocation was that the initial Notice of Intention to award did not consider 8% discount offered by one of the tenderers. He contended further that the Notice of revocation of award was issued through NeST, but it was not signed by the Respondent's



Accounting Officer. At the place where the Accounting Officer should have signed, it was written "Powered by NeST Notifications".

Mr. Lukonge stated that upon being dissatisfied with the revocation of the Notice of Intention to award, on 19th July 2024, the Appellant applied for administrative review to the Respondent. On 22nd July 2024, the Appellant received another Notice of Intention to award. The Notice indicated that the Respondent intended to award the Tender to M/S Masufin's General Company Limited at the contract price of TZS 770,414,703.53 VAT exclusive. After receipt of the second Notice of Intention to award, on 23rd July 2024, the Appellant submitted a second application for administrative review to the Respondent. On 25th July 2024, the Respondent issued its decision which dismissed the Appellant's application for administrative review. Being dissatisfied, the Appellant filed this Appeal on 1st August 2024.

Mr. Lukonge submitted that the Respondent's act of revoking the Notice of Intention to award the Tender that was made to the Appellant contravened the law governing public procurement for the following reasons: -

a) Lack of Transparency and fairness

Mr. Lukonge stated that the email for revocation of the Notice of Intention to award was sent to the Appellant within the cool off period. That is to say, the email for revocation was issued before the lapse of seven working days within which tenderers were allowed to submit complaints if any. In addition, the revocation email was not signed by the Respondent's Accounting Officer to substantiate that it originated from the Respondent's office. According to Mr. Lukonge the modality used to issue the revocation



notice raised serious doubts on the integrity of the Respondent's evaluation process. Mr. Lukonge contended that the Respondent's act in this regard demonstrates lack of transparency and fairness in the procurement proceedings.

b) Procedural Irregularity

Mr. Lukonge submitted that there was a procedural irregularity on the service of the email for revocation of the Notice of Intention to award. He contended that the revocation email was sent at 18:04 hours beyond the ordinary Government working hours. He stated that the Respondent's act of issuing such an email beyond working hours raised doubts on the Respondent's motive. Mr. Lukonge expounded that the Respondent was required to issue a revocation notice if necessary, within the Government working hours which ends at 16.30 hours. There was no need of issuing such a notice after working hours as it was not an emergency. In view of this fact, Mr. Lukonge contended that the Respondent's process of issuing the notice of revocation was marred with procedural irregularities.

c) Overlooked 8% Discount

Mr. Lukonge stated that the Appellant understood that NeST allows a tenderer to offer discount on the quoted price. He submitted that the offered discount by any tenderer has to be taken into consideration during the evaluation process. That is, by the time the Notice of Intention to award is issued, the offered discount should have already been considered. Mr. Lukonge stated that the Appellant failed to understand how the 8% discount offered by M/S Masufin's General Company Limited was overlooked during the evaluation process by the Respondent's office.



Mr. Lukonge submitted that the Respondent's act of revoking the Notice of Intention to award the Tender to the Appellant because of non-consideration of 8% discount offered by M/S Masufin's General Company Limited raises doubt on the authenticity of the whole tendering process.

Mr. Lukonge further challenged the PPRA's act of inserting a slot in NeST which allows tenderers to offer discount. According to him, the offered discount may be misused by the tenderers or procuring entities and compromise fairness and justice during the tendering process. As a result, this will erode the competition.

d) Breach of Tender Instructions

Mr. Lukonge submitted that Clauses 34.1(c) and 35.1 and 35.2 of the Instructions To Tenderers (ITT) require negotiations to be conducted with the lowest evaluated tenderer. As per the record of this Appeal, the Appellant was the lowest evaluated tenderer. Thus, it should have been invited for negotiations. To the contrary, the Respondent invited M/S Masufin's General Company Limited who was not the lowest evaluated tenderer. Mr. Lukonge contended that had the Appellant been invited for negotiations, it would also have offered a favourable discount to the Respondent. Thus, Mr. Lukonge stated that the Respondent's act of proposing award of the Tender to M/S Masufin's General Company Limited before negotiating with the Appellant who was a competitive tenderer contravened the requirement of Clause 34.1(c) of the ITT.



Finally, the Appellant prayed for the following orders: -

- i. A declaration that the revocation of the Notice of Intention to award the Tender to the Appellant was unlawful and violated the Act and the Tender Document;
- ii. The Respondent be ordered to re-evaluate the Tender in order to ensure that transparency and procedures provided in the Tender Document are adhered;
- iii. The Appellant to be given an opportunity to negotiate 8% discount in compliance with Clauses 34.1(c) and 35.1 and 35.2 of the ITT before awarding the Tender to another tenderer;
- iv. The Respondent to provide evaluation report approved by PPRA for clarity and future reference;
- v. The Respondent to provide PPRA's comments or remarks regarding the Tender and Tender evaluation process, including assessment if it was fairly conducted; and
- vi. The Respondent to provide response to issues No. 1 to 4 of the grounds of Appeal.

SUBMISSIONS BY THE RESPONDENT

The Respondent's submissions were made by Ms. Kabula Malima, learned Principal State Attorney. She commenced her submissions on the first issue by stating that the Tender process was conducted through NeST. All four invited tenderers were found to be substantially responsive at the preliminary and technical evaluation stages. The tenders were then subjected to financial comparison and ranking. The Appellant was found to be the lowest evaluated tenderer with the quoted price of TZS 801,729,810.00 VAT exclusive.



Ms. Malima submitted that after the evaluation process was completed, the evaluation report was submitted to the PMU for review. While reviewing the evaluation report, the PMU observed that the Chairperson of the Evaluation Committee indicated that M/S Masufin's General Company Ltd had offered 8% discount which was not considered during the evaluation process because NeST did not pick up the offered discount. The evaluation team advised that the offered discount should be considered before awarding the contract.

Ms. Malima stated that through a letter dated 30th May 2024, the Respondent sought guidance from PPRA on the treatment of 8% discount offered by M/S Masufin's General Company Ltd. In response thereof, PPRA through a letter dated 13th June 2024 directed the Respondent to consider the offered 8% discount and accordingly re-rank the quoted prices. After receipt of the PPRA's guidance the Respondent computed the 8% discount offered by M/S Masufin's General Company Ltd. Subsequently, tenders were ranked and M/S Masufin's General Company Ltd emerged as the lowest evaluated tenderer with a quoted price of TZS 770,414,703.53 VAT exclusive. The Appellant was the second ranked tenderer with a quoted price of TZS 801,729,810.00 VAT exclusive.

Ms. Malima submitted that after computation of the offered discount, the Respondent through a letter dated 14th June 2024 required M/S Masufin's General Company Ltd to confirm if its quoted price of TZS 837,407,286.45 VAT exclusive included 8% discount which led to its price to be TZS 770,414,703.53 VAT exclusive. On 16th June 2024, M/S Masufin's



General Company Ltd confirmed that its quoted price inclusive of the VAT was TZS 909,089,350.17.

Ms. Malima expounded further that the Tender Board approved award of the Tender to M/S Masufin's General Company Ltd through Circular Resolution No. 142/2023/24 dated 28th June 2024. She submitted further that PMU erroneously did not change the ranking of tenderers in the NeST to reflect the computations which were done in consideration of the offered 8% discount. As a result on 12th July 2024, the Respondent issued the Notice of Intention to award which indicated that it intended to award the Tender to the Appellant. However, on the same day the Respondent realized that it mistakenly issued the Notice of Intention to award the Tender to the Appellant instead of M/S Masufin's General Company Ltd. The Respondent through the email addressed to PPRA's support team sought guidance on how to revoke the issued Notice of Intention to award. After receipt of the guidance from PPRA, on 18th July 2024, the Respondent revoked the notice of Intention to award the Tender to the Appellant.

Ms. Malima submitted that being aggrieved with the revocation notice, on 19th July 2024, the Appellant applied for administrative review to the Respondent. On 25th July 2024, the Respondent issued its decision and subsequently the Appellant filed this Appeal.

She contended that as per the sequence of events and available records, it is crystal clear that the change of ranking of tenderers was caused by the computation of 8% discount offered by M/S Masufin's General Company Ltd. The offered discount was not picked by NeST, and hence the Respondent computed the same outside the system as elaborated



hereinabove. Thus, the Respondent has not deliberately favoured M/S Masufin's General Company Ltd as claimed by the Appellant.

Ms. Malima stated that the Tender process was conducted in accordance with the Act and its Regulations. She emphasized on this by stating that in conducting this Tender the Respondent adhered to the requirements of Regulation 10 of the Regulations which requires public tenders to be conducted fairly and in a transparent manner. Ms. Malima submitted that the challenge faced by the Respondent in this Tender was its failure to change the ranking status in NeST before the issuance of the Notice of Intention to award. As a result, when the Notice of Intention to award was issued on 12th July 2024 the Notice indicated that the Respondent intended to award the Tender to the Appellant instead of M/S Masufin's General Company Ltd.

Regarding the issuance of the revocation notice beyond working hours, Ms. Malima submitted that Section 60(3) of the Act requires procuring entities to issue the Notice of Intention to award and accord tenderers seven working days for filing complaints if any. The provision does not state the exact time that the communication between procuring entities and tenderers should be done. She contended further that the Respondent had issued the revocation notice within seven working days from the date of issuance of the Notice of Intention to award after realizing that the Notice was mistakenly issued. In addition, she stated that there is no specific time for issuing the notice for revocation of award. Moreover, since government workers work beyond the normal working hours, the act



of sending an email at 18:00 hours cannot suggest any evil intention, Ms. Malima contended.

On the Appellant's argument that it should have been invited for negotiations, Ms. Malima submitted that according to Section 76 of the Act read together with Regulation 225 of the Regulations require negotiations to be conducted with the lowest evaluated tenderer. After completion of the Tender process, the Respondent found that the Appellant was not the lowest evaluated tenderer. Thus, the Appellant could not have been invited for negotiations. In addition, she expounded that since the Appellant was not the lowest evaluated tenderer, the Respondent could not have invoked Clauses 34.1(c), 35.1 and 35.2 of the ITT. The referred clauses would be invoked if the Respondent was to conduct negotiations with the lowest evaluated tenderer.

In view of the above submissions, the Respondent prayed for the following orders: -

- i. That the revocation of the initial intended award was fair as it was erroneously issued by the NeST that did not take into account 8% discount;
- ii. That the Tender was evaluated in compliance with the Tender Document, hence there is no need to re-evaluate the Tender; and
- iii. The Respondent adhered to the requirement of Clause 34.1 of the Tender Document by allowing the Tender to be awarded to the lowest evaluated tenderer M/S Masufin's General Company Ltd.
- iv. The Appeal be dismissed for lack of merit.



ANALYSIS BY THE APPEALS AUTHORITY

1.0 Whether the disqualification of the Appellant's tender was justified

In resolving this issue, the Appeals Authority reviewed the record of Appeal and observed that the parties' contentious arguments are based on computation of 8% discount offered by M/S Masufin's General Company Ltd. On one hand, the Appellant challenges the Respondent's act of computing 8% discount after issuance of the Notice of Intention to award the Tender. The Appellant asserted that the computation of the offered discount was to be done during the evaluation process and not after the Notice of Intention to award has been issued. On the other hand, the Respondent contended to have computed the 8% offered discount before issuing the Notice of Intention to award. However, the Respondent stated that since the computation of the discount was considered outside NeST, the Respondent overlooked to update the ranking status of tenderers. Thus, when communicating the Notice of Intention to award, NeST picked the Appellant which was the lowest evaluated tenderer prior to computation of 8% discount. After applying 8% discount, the Appellant was not the lowest evaluated tenderer. Therefore, it did not qualify for award of the Tender, the Respondent contended.

In ascertaining the validity of the parties' contentious arguments, the Appeals Authority reviewed the record of Appeal. It observed that the Respondent floated this Tender through NeST. By the deadline for submission of tenders, the Respondent received four tenders. The received tenders were subjected to evaluation. After completion of the



evaluation process the Appellant was ranked the first with a quoted price of TZS 801,729,810.00 VAT exclusive. The record of Appeal indicates that when evaluating the tender submitted by M/S Masufin's General Company Ltd in NeST, the Evaluation Committee observed that the tenderer had offered 8% discount. However, since the discount menu was not linked to the Bills of Quantities (BoQ) slot, NeST failed to consider the offered discount. The Evaluation Committee recommended that the offered discount should be considered before signing of the contract. The Appeals Authority reviewed the tender submitted by M/S Masufin's General Company Ltd in the NeST and observed that at the BoQ slot, it offered 8% discount which was not computed by the system.

The Appeals Authority observed further that, the evaluation report was tabled before the PMU for review. Upon reviewing, PMU observed that the offered discount was not considered. After observing this, the Respondent through a letter dated 30th May 2024, sought guidance from PPRA on the treatment of the 8% discount offered by M/S Masufin's General Company Ltd. In response thereof, PPRA through a letter dated 13th June 2024 directed the Respondent to consider the offered 8% discount and accordingly re-rank the tenderers.

The record of Appeal indicates that the offered discount of 8% was considered by the Respondent and the ranking of tenderers changed. M/S Masufin's General Company Ltd became the first ranked tenderer with a quoted price of TZS 770,414,703.53 VAT exclusive. On the other hand, the Appellant became the second ranked tenderer with a quoted price of TZS 801,729,810.00 VAT exclusive. The Tender Board approved award of



the Tender to M/S Masufin's General Company Ltd through Circular Resolution No. 142/2023/24 dated 28th June 2024. The approved contract price was TZS 909,089,350.17 VAT inclusive.

The Appeals Authority observed from the record of Appeal that on 12th July 2024, the Respondent issued the Notice of Intention to award. The Notice indicated that the Respondent intended to award the Tender to the Appellant. Immediately thereafter, the Respondent realized that it had issued the Notice of Intention to award to a tenderer who was not the lowest evaluated tenderer. Thus, the Respondent sought guidance from PPRA's support team on how to revoke the issued Notice of Intention to award through an email dated 12th July 2024. On 18th July 2024, the Respondent issued the revocation notice to the Appellant.

Being dissatisfied with the revocation Notice, on 19th July 2024, the Appellant applied for administrative review to the Respondent. On 25th July 2024, the Respondent dismissed the Appellant's application for administrative review, thus this Appeal was filed.

According to the record of Appeal, M/S Masufin's General Company Ltd had offered 8% discount on its tender. The discount was not considered by NeST as the discount menu was not linked with the BoQ. The Appeals Authority observed that the computation of 8% discount was done by the Respondent off the system after it received guidance from PPRA. Having reviewed the discount computation done by the Respondent, the Appeals Authority noted that the same led to a change in respect of the tenderers' ranking. Consequently, M/S Masufin's General Company Ltd became the first ranked tenderer with a quoted price of TZS 770,414,703.53 VAT



exclusive while the Appellant was the second ranked with a quoted price of TZS 801,729,810.00 VAT exclusive. It was further observed that the Tender Board approved award of the Tender to M/S Masufin's General Company Ltd at the contract price of TZS 770,414,703.53 VAT exclusive.

In view of the above observations, the Appeals Authority finds that the Respondent's act of intending to award the Tender to M/S Masufin's General Company Ltd to be proper as it was the lowest evaluated tenderer.

The Appeals Authority noted with concern the Respondent's act of issuing the Notice of Intention to award which indicated that the award was made to the Appellant instead of M/S Masufin's General Company Ltd who was the lowest evaluated tenderer. The Appeals Authority considered the Respondent's submissions that it overlooked to change in NeST the actual ranking of tenderers after computation of the discount that was done outside the system. The Appeals Authority is of the firm view that the Respondent was duty bound to ensure that the Notice of Intention to award is issued as approved by the Tender Board and not otherwise. The Respondent had no valid excuse for the oversight given the clear position in respect of the lowest evaluated tenderer.

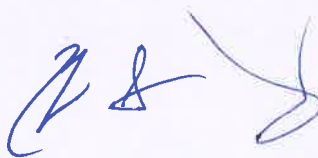
The Appeals Authority observed from the record of Appeal that, much as the Respondent had erroneously issued the Notice of Intention to award the Tender to the Appellant, it took steps to address the wrongful act. The Respondent through an email dated 12th July 2024, sought guidance from PPRA's support team on how to rectify the anomaly. On 18th July 2024, with the assistance of the PPRA's support team the Respondent revoked the Notice of Intention to award the Tender issued to the Appellant.



Having reviewed the record of Appeal, the Appeals Authority is of the settled view that much as the Respondent had issued the notice of intention to award the Tender to the Appellant on 12th July 2024, the said act does not negate the fact that M/S Masufin's General Company Ltd was the lowest evaluated tenderer.

The Appeals Authority further considered the Appellant's complaint that the Tender process lacked transparency, fairness and is marred with procedural irregularities. This was due to the reason that the revocation notice was served to the Appellant during the cool off period and beyond government working hours. The Appeals Authority finds no basis in the Appellant's complaint as there is no directive under the law on the period and time for communicating the revocation notice. The Respondent was required to communicate the revocation notice as soon as it became aware of the circumstances. From the record of Appeal, it is crystal clear that the Respondent communicated the revocation notice as soon as it realized that the issued Notice of Intention to award was made to the Appellant who was not the lowest evaluated tenderer.

On the Appellant's contention that it ought to have been invited for negotiations, the Appeals Authority is of the firm view that Regulation 225(1) of the Regulations read together with Clause 35.1 of the ITT, require negotiations to be conducted with the lowest evaluated tenderer. According to the record of Appeal, after computation of the offered discount by M/S Masufin's General Company Ltd, the Appellant was the second lowest evaluated tenderer. Thus, the Appeals Authority is of the



considered view that the Appellant was not eligible to be invited for negotiations.

In view of the above, the Appeals Authority finds the Respondent's act of awarding the Tender to M/S Masufin's General Company Ltd to be proper and in accordance with Regulation 212(a) of the Regulations which requires the award to be made to the lowest evaluated tenderer. Regulation 212(a) of the Regulations reads as follows: -

"212. The successful tender shall be-

(a) the tender with the lowest evaluated tender price in case of goods, works or services, or the highest evaluated tender price in case of revenue collection, but not necessarily the lowest or highest submitted price, subject to any margin of preference applied."

(Emphasis supplied)

Given the position of the law, the Appeals Authority finds that the Appellant was not eligible for award of the Tender as its quoted price of TZS 801,729,810.00 VAT exclusive was higher to TZS 770,414,703.53 VAT exclusive quoted by M/S Masufin's General Company Ltd.

Consequently, the first issue is answered in the affirmative that the disqualification of the Appellant's tender was justified.

2.0 What reliefs, if any, are the parties entitled to?

Taking cognizance of the findings on the first issue by the Appeals Authority, the Appeal is hereby dismissed in its entirety. The Respondent



is allowed to proceed with the Tender process in accordance with the law.
We make no order as to costs.
It is so ordered.

This decision is binding and can be enforced in accordance with Section 97(8) of the Act.

The Right of Judicial Review as per Section 101 of the Act is explained to the parties.

This decision is delivered in the presence of the parties this 16th day of August 2024.

HON. JUSTICE (rtd) SAUDA MJASIRI



CHAIRPERSON

MEMBERS: -

MR. RHOBEN NKORI



DR. WILLIAM KAZUNGU

